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10-14-1984

Eisner Food Stores and United Food and Commercial Workers, Local 881 (1984)

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Eisner Food Stores and United Food and Commercial Workers, Local 881 (1984)

Location

IL

Effective Date

10-14-1984

Expiration Date

10-10-1987

Number of Workers

1000

Employer

Allied Employers, Inc.

Union

United Food and Commercial Workers

Union Local

881

NAICS

44

Sector

P

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Comments

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UFCW LOCAL 881 CONTRACT 1984 - 1987

DISTRICT 595
EISNER FOOD STORES

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UFCW LOCAL 881

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC

X 10/87

UFCW LOCAL 881

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC

1404 North Water St. • Decatur, Illinois • (217) 423-1234

Dear Local 881 Members:

The following pages of this booklet contain the text of the 1984-87 Union Contract between your Union and your Employer.

We suggest that you familiarize yourself with the entire agreement and particularly the provisions that pertain to your wages, overtime and premiums, extra benefits and rules governing your working conditions.

In the event that you have a problem or grievance as a result of a violation or misunderstanding over any part of this contract it is important that you contact your Union immediately either through your Store Steward, District Officer, or Local 881 Business Representative or use the Action Please form on the back inside cover...self-addressed and postage pre-paid for your convenience.



Ron Powell
President

UFCW LOCAL 881

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UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION LOCAL 881

and

EISNER FOOD STORES DIV., JEWEL COMPANIES, INC.

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**CONTRACT BETWEEN
UNITED FOOD AND COMMERCIAL
WORKERS
INTERNATIONAL UNION LOCAL 881
and
EISNER FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

Term: 10/14/84 through 10/10/87

THIS AGREEMENT, entered into this 24th day of July, 1985, by and between EISNER FOOD STORES DIV., JEWEL COMPANIES, INC., a corporation, hereinafter called the "Employer", and the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL 881, a voluntary association, hereinafter referred to as the "Union."

**ARTICLE I
RECOGNITION OF THE UNION**

Section 1.1 Recognition

The Employer recognizes the Union as the sole collective bargaining agency for all employees employed in the retail food stores of the Eisner Food Stores Division of the Employer located in Champaign, Decatur, Urbana, Charleston, Danville, Mattoon, Springfield and Lincoln, Illinois; excluding, however, all store managers and other employees defined as supervisors by the National Labor Relations Act, meat department employees, bakery manufacturing employees, and craftsmen such as carpenters, millworkers, steamfitters, etc., performing work in the stores but paid from other than store payrolls.

**ARTICLE II
GENERAL**

Section 2.1 Requirement for Certain Positions

Each store in the collective bargaining unit shall have:

- (A) **A Cashier (Service Manager)**, who shall be responsible for the efficient operation of the following departments and operations:
 - (1) The check-out department, including the training of checkers and parcelers, and the assignment and supervision of check-out personnel;
 - (2) The receipt, handling and remittance of cash;

- (3) Such other bookkeeping as may be required, including making the necessary reports to the office; and
 - (4) Such other work as may be assigned to the Cashier by the Employer.
- (B) **An Assistant Cashier (Assistant Service Manager)**, if the total sales of the store during the preceding fiscal half year of the Employer averaged \$20,000 or more per week and if the store is open three (3) nights a week or more, whose principal duty shall be assisting the Cashier with bookkeeping and reporting duties, but who shall also assist in supervising all checking department operations, particularly when the Cashier is absent or off duty.
- (C) **An Assistant Manager**, if the store is open for business three (3) nights a week or more, or if the total sales for the store average \$20,000 or more per week during the preceding fiscal half year of the Employer, such Assistant Manager to have as his duties assisting the Store Manager in supervising the operation of the store, including being in charge of the store whenever the Manager is off, and particularly when the store is open for business at night.
- (D) **Produce Manager** - A produce manager who shall be responsible for the ordering, receiving, preparing, displaying and selling of all fresh fruits and vegetables, and such other duties as may be assigned to him by the store manager.
- (E) **Pastry Hostess** - In stores containing an Eisner Pastry Shop averaging \$6,000 or more per period in sales there shall be a Pastry Hostess.
- (F) **Perishable Manager** - In stores having a 52-week annual sales volume of \$1,300,000 or more there shall be a Perishable Manager who shall be responsible for the ordering, receiving, processing, displaying and selling of all frozen food, dairy products, and such other duties as may be assigned by the store manager.

The Employer shall have thirty (30) days from the date such requirements become effective in which to fill any positions required hereunder, except that when a permanent vacancy in any required classification occurs because of transfer, promotion, sepa-

ration from service, etc., such vacancy shall be filled within thirty (30) days. The requirements for a new or remodeled store shall be determined on the basis of the average weekly total sales for the last three accounting periods of the first four accounting periods of operation following the date of opening or remodeling.

Section 2.2 Notices

All notices required under this contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the general offices of the Union at 9865 West Roosevelt Rd., Westchester, Illinois 60153, or to the Employer at 301 East Wilbur Heights Road, Champaign, Illinois 61820, or to an employee at his home or residence address, or to any subsequent address which the Union, the Employer or the employee may designate in writing for such purpose.

Section 2.3 Partial Invalidity

Nothing contained in this Agreement is intended to violate any State or Federal Law, Rule or Regulation made pursuant thereto. If any part of this Agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the Contract shall continue in full force. The Parties will immediately begin negotiations to replace the void part with a valid provision.

Section 2.4 Marginal Headings

The captions of the several Articles and Sections of this contract are for convenience only and in no way limit, enlarge, define, or otherwise affect the scope or intent of the contract or any provision thereof.

Section 2.5 Effective Date

Unless the context of the contract indicates otherwise, all provisions of the contract become effective on the fourth Sunday following the date of ratification of the contract.

Section 2.6 Amendments

This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Union. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2.7 Equal Rights

The Employer and the Union agree to cooperate in continuing to maintain policies and practices which prevent

discrimination against any employee or applicant for employment because of age, race, color, religion, national origin, sex or union activity and further agree to cooperate affirmatively in the implementation of such lawful requirements intended to prevent any such discrimination.

ARTICLE III

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3.1 Workday and Workweek

- (A) The standard workweek for full-time employees shall be forty (40) hours to be worked in five (5) shifts of not less than eight (8) hours each, Monday through Saturday, including the Assistant Manager, provided that once each four (4) week accounting period they are not so included. The standard work day for full-time employees may be scheduled at any time between the hours of 6:00 a.m. and thirty minutes after store closing.
- (B) By mutual agreement, full-time employees may work four (4) days or nights per week, Monday through Saturday, either eight (8) hours per shift, eight and one-half (8½) hours per shift, nine (9) hours per shift, or ten (10) hours per shift as mutually agreed, in which case overtime shall be paid after forty (40) hours per week. Full-time employees exercising this option shall retain full-time status, however, such agreements must be supported in writing pursuant to Section 3.2 below.
- (C) During holiday weeks the workweek for full-time employees shall be thirty-two (32) hours to be worked in four (4) days of not less than eight (8) hours each. Full-time employees working forty (40) or less hours per week in accord with paragraph (B) above shall be scheduled to work a prorated holiday workweek in either three or four days as applicable.
- (D) Disability pay for full-time employees who by mutual written consent are working 40 hours or less in accord with paragraph (B) above shall be calculated on the basis of one-fourth (¼) of their regular scheduled workweek for each full day of disability.
- (E) Employees (excluding night crews) shall not be required to work without ten (10) hours rest between work shifts.

Section 3.2 Night Stocking and Store Maintenance

Full-time employees specifically assigned or hired to perform the function of night stocking and store maintenance and who work the majority of their straight-time hours between 10:00 p.m. and 7:00 a.m. shall be classified as night crew employees and paid a premium of forty cents (40¢) per hour in addition to the applicable clerk's rate of pay including vacation and holiday pay. Night shift employees shall not be required to work without ten (10) hours rest between shifts. Shift starts before midnight shall be at straight-time rates even though completion of the shift may occur on holidays.

Night crews consisting of four (4) or more full-time employees shall have a designated crew chief who shall be paid a crew chief premium of twenty-five cents (25¢) per hour in addition to the applicable clerk's rate of pay including the aforementioned premium. A night crew chief need not be designated if the night crew is assigned to an Assistant Manager to oversee the night crew function, in which event the Assistant Manager shall be paid at the contract rate of the Assistant Manager classification. Night crews may be scheduled five (5) shifts Monday through Saturday.

Section 3.3 Work Schedules and Variations

The hours and days to be worked by each employee shall be scheduled by the Employer except that the Employer shall not schedule a "split shift", i.e., a workday the continuity of which is broken by any period longer than a meal period, or a "spread workweek", i.e., a standard workweek distributed over six (6) days without prior written consent of both the Union and the Employee. Variations from the standard workday and workweek may be worked with the consent of the individual employee and the Union, provided that the contract rates of pay provided herein are paid, the agreement is in writing and is signed by the employee, the Union and the Employer. Such agreements may be revoked at any time by any party thereto by giving seven (7) calendar days written notice to the other parties. A work schedule showing the days and hours to be worked by each employee shall be posted not later than 4:00 p.m. Friday of the week preceding covering the following Monday through Sunday workdays. Posted schedules may be changed when operating conditions or emergencies make changes necessary, provided that indiscriminate changes shall not be made and that the employees affected shall be given reasonable notice. Each employee shall report dressed and ready for work at his schedule starting time.

There shall be no trading of time off for time worked.

The Employer agrees to rotate night, holiday, and Sunday work among its employees (other than those specifically hired for such night or Sunday work) in each store open at night, or on Sunday, or on a holiday.

Section 3.4 Meal and Rest Periods

(A) Rest Periods

Each employee shall be given one (1) ten (10) minute rest period for each three and one-half (3½) hours scheduled. Breaks shall be taken as near as practicable in the middle of each half day. This provision to be administered so as to assure each employee ten (10) minutes in the lunch room provided by the Employer.

(B) Meal Periods

No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half nor more than one hour, as agreed with the employee. Lunch, dinner and rest periods shall be taken as scheduled by the store manager who shall schedule one rest period during each one-half workday and the meal period as near as practical to the middle of the workday.

Section 3.5 Overtime and Other Premium Pay

All employees may be required and scheduled to work overtime. Overtime and other premium pay shall be paid as follows:

(A) Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all work:

- (1) After eight (8) hours on a work shift except where the work day is extended beyond eight (8) hours pursuant to Section 3.1 (B) by written variation;
- (2) After forty (40) hours in a regular workweek, i.e., a workweek other than a workweek containing a holiday recognized under this Agreement;
- (3) After thirty-two (32) hours in any week containing a holiday;
- (4) Performed by full-time employees after 6:00 p.m. on each night worked in a calendar week after the second night, except in the case of

Assistant Managers who shall receive time and one-half (1½) after the third night worked, provided, however, that this overtime premium shall not apply to full-time employees who work as night stocking or store maintenance as provided in Section 3.2 above.

(B) Effective May 19, 1985, the Sunday and holiday premium shall be the employee's regular straight-time rate plus \$1.00 per hour for all regular clerks and Department Heads, and straight-time plus \$0.50 per hour premium for all service clerks.

(C) **Night Premium**

All employees shall receive a forty cent (\$0.40) per hour premium for all work performed between the hours of 10:00 p.m. and 7:00 a.m.

Section 3.6 Pyramiding of Overtime Prohibited

Overtime shall not be paid twice for the same hours worked. Thus, in calculating the overtime due on a weekly basis any hours for which overtime is payable on a daily, Sunday, holiday, or other basis shall be excluded in determining the overtime due, if any, on a weekly basis.

Section 3.7 Call-In Pay

Any full-time employee who reports to work upon request shall be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof at his regular hourly straight-time rate. Part-time clerks who are scheduled to report for work and do report for work at the time scheduled shall receive a minimum of three (3) hours work or three (3) hours pay in lieu thereof, provided they are available for three (3) hours work. Part-time employees who are called in to work outside of their schedule shall be guaranteed a minimum of three (3) hours of work or three (3) hours of pay at straight-time rates in lieu thereof provided the employee is available to complete the guaranteed hours.

No employee shall have his scheduled hours reduced due to a call-in unless notice of schedule reduction is given at the time of the call-in.

Section 3.8 Out-of-Classification Work

In the event an employee is required to work temporarily in a lesser paying job he shall not suffer a reduction in pay while on such temporary assignment.

Section 3.9 Christmas Eve - New Year's Eve - Work

No employee will be required to work after 6:00 p.m. on

Christmas Eve or 9:00 p.m. on New Year's Eve. Work after 6:00 p.m. on New Year's Eve shall be on a voluntary basis for all employees except that if an insufficient number of employees volunteer, the employer may require part-time employees to work in accordance with job classification in inverse seniority order to maintain a qualified staff for operations.

Section 3.10 Uniforms

Any uniforms deemed necessary by the Employer shall be furnished by the Employer, including the cleaning thereof, except uniforms made of dacron or similar drip-dry, synthetic fabrics, which shall be laundered by the employees. Female employees shall be permitted to wear slacks throughout the year.

Section 3.11 Employer Meetings - Required Attendance

When an employee is required to attend a meeting called by the Employer he shall be paid for all time in attendance at the meeting. Those employees who attend a required meeting and who are not scheduled to work on the day of the meeting or who have already completed their shift and left the premises shall be paid two (2) hours minimum pay.

Section 3.12 Full-time Employment

The Employer will endeavor to employ as many full-time employees as is necessary and consistent with the efficient operation of each store.

Section 3.13 Scheduling of Part-time Employees

Part-time employees will be scheduled a minimum of twelve (12) hours per week in the store in which they work. Any hours of work, in addition to the above, whether occasionally, seasonally, or permanently available, will be distributed to part-time employees by seniority in accordance with the type of work they do within the store. It is further agreed that the Employer may employ part-time employees as may be required for the efficient operation of the store. However, this shall not apply to an employee called in to replace another employee or to an employee whose available hours are beyond the Employer's control, or to an employee called in to work when fewer than twelve (12) available hours remain in the week. Part-time employees shall be scheduled for a minimum of three (3) hours in any one (1) day.

Section 3.14 Office Work

With the exception of service manager and assistant service managers all work performed by an employee in the office shall be on a voluntary basis.

ARTICLE IV WAGES

Section 4.1 Wage Rates

The wage rates for each of the respective job and length of service classifications are set out in Appendix A-1 attached hereto and hereby made a part of this contract.

Section 4.2 Wage Progressions

All progressions from one wage bracket to another based on length of service shall take place on the first Sunday following the completion of the required length of service.

Section 4.3 Manager Relief

Whenever an employee is assigned to and assumes the responsibility of the Manager or Grocery Department Manager for a full calendar workweek, he shall be paid the minimum drawing account paid to such managers.

Section 4.4 Relief of Department Heads

Whenever a Department Head as defined in Section 2.1 is absent for a period of one week or longer, an employee shall be assigned to and assume the responsibility of the absent Department Head. Such employee shall receive the minimum contract rate applicable to the department or his or her regular rate of pay, whichever is greater.

Minimum contract rate as used herein shall mean the wage rate applicable to the stores sales in the lowest sales bracket for the respective classification or the wage rates applicable to the classification in accordance with the length of service of the temporary replacement.

Section 4.5 Recording Time Worked

Each employee shall personally record the daily time worked by him or her on forms to be provided by the Employer and kept in the store for that purpose. The time worked by each employee shall be added weekly and the weekly total rounded off and paid for to the nearest tenth (10th) of an hour.

Section 4.6 Previous Comparable Experience

The Employer will recognize previous comparable experience in the retail food industry.

ARTICLE V VACATIONS, HOLIDAYS AND ABSENCE LEAVES

Section 5.1 Length of Vacation

Each employee covered by this contract who meets the qualifications shall be entitled to a vacation with pay in accordance with the following schedule:

| | |
|--|---|
| Number of Completed Years of Continuous Service | Number of Weeks of Vacation With Pay |
|--|---|

Full-time Employees, Part-time Employees, & Service Clerks

| | |
|------------------------|---------|
| 1 year | 1 week |
| 2- 7 years, inclusive | 2 weeks |
| 8-11 years, inclusive | 3 weeks |
| 12-19 years, inclusive | 4 weeks |
| 20 years or more | 5 weeks |

As used above, continuous service means completed years of service since the last employment date except that for a person who was transferred from part-time employment to full-time employment, it shall mean completed years of service including credit granted for previous service as a part-time employee.

Section 5.2 Vacation Qualifications

(A) First Vacation

Full-time Employees hired in the preceding year may take their first vacation in the current year ahead of their service anniversary date subject to their refunding all vacation payments in the event they do not complete a full anniversary year of employment.

Part-time Employees and Service Clerks shall qualify for all vacations after completion of an anniversary year.

(B) Second and Succeeding Vacations

Full-time Employees - Once an employee has qualified for his first vacation he shall thereafter qualify for all succeeding vacations as of January 1 of the current year for a vacation based on his length of service to be completed during the current year subject to the adjustment set out in Section 5.5 in the event the employee does not complete his anniversary year of service.

Part-time Employees and Service Clerks shall qualify for all vacations after completion of an anniversary year.

- (C) **Holiday and Vacation Credit** - Days or hours off which are paid for under the holiday and vacation provisions of this contract shall be counted as days or hours worked for the purpose of meeting the days or hours worked requirements of this section.

Section 5.3 Vacation Pay

(A) **Full-time Employees**

A week's vacation pay for full-time employees shall be calculated by multiplying the number of hours in the employee's standard scheduled workweek times the employee's regular straight-time hourly rate plus overtime for the classification to which he is assigned at the time of taking his vacation. Full-time employees who work as night stocking or store maintenance in accordance with Section 3.2 above shall receive the applicable premium for such work in addition to the regular straight-time hourly rate.

(B) **Part-time Employees and Service Clerks**

A week's vacation pay for part-time employees and Service Clerks shall be calculated by multiplying 1/52 times the employee's hours worked during the preceding anniversary year times the current wage rate at the time the employee takes his vacation. For the year in which an employee is transferred from part-time to full-time, he shall be paid for his vacation as a part-time employee.

Section 5.4 Vacation Administration

(A) **Vacation Schedules**

All vacations shall be subject to the necessary scheduling of replacements by the Employer which may limit the number of employees who may be on vacation at any one time. The employer will post three (3) employee lists, (1) full-time and (2) part-time and (3) Service Clerks. Preference in choice of earned vacation dates shall be given on the basis of seniority within each store, within each list.

(B) **Calendar Weeks**

All vacations shall be for calendar weeks. Vacations of three or four weeks may be split by mutual agreement between the employee and the Employer but not into any period of less than one week. Vacations of less than three weeks duration may not be split except in unusual cases and then only where

the individual's application is approved by the Employer as consistent with efficient operation of the store. Choice of vacation dates shall be on the basis of seniority within the store.

(C) **Holidays Within Vacations**

Whenever a holiday recognized under this contract falls within an employee's vacation period the employee shall schedule an additional day off on the Monday following his vacation.

(D) **Part-time Vacation**

Part-time employees may take their vacation time off any time during their anniversary year, subject only to limitations on replacements and the number of people who may be gone at any one time.

Section 5.5 Adjustment of Vacation Pay in the Event of Layoff or Separation From Service

Any full-time employee who is laid off or who leaves service **prior to his first service anniversary** shall forfeit all vacation pay with respect to that year of service and shall refund any vacation pay received by him with respect to such year.

Any full-time employee who is laid off or leaves service after his service anniversary shall, unless he was discharged for gross misconduct in connection with his work (namely, stealing, malicious vandalism, or other serious misconduct), be entitled to vacation pay at the rate of one-twelfth (1/12th) of the vacation pay to which he was entitled at his last anniversary date for each full month of service completed since his last anniversary date plus any earned vacation not taken.

If a full-time employee is laid off or is separated from service and is entitled to vacation pay as set out above, he shall be paid such vacation pay within two weeks following the layoff or separation from service.

If a full-time employee has received his vacation with pay and is laid off or separated from service prior to his anniversary date, he shall refund the difference, if any, between the vacation pay received and the vacation pay to which he was entitled under the above schedule within two weeks following the date of the layoff or separation from service.

Part-time employees and Service Clerks with one (1) or more years of service, who have completed six (6) months service since their last anniversary date shall be entitled to

a prorated vacation at the rate of 1/12 of their vacation pay for each month's entitlement based on their length of service and rate of pay as of their last anniversary date, unless such part-time employee was discharged for gross misconduct in connection with work (namely, stealing, malicious vandalism or other serious misconduct).

Section 5.6 Holidays Recognized

There shall be no work on Christmas Day except in the event of a disaster and work on all other nationally observed holidays shall be on a voluntary basis for all employees except that if an insufficient number of qualified employees volunteer for said work then the employer may require employees to work in accordance with inverse seniority within job classification and job assignment.

- (A) The following days (or the days nationally observed in lieu thereof) shall be recognized as holidays.

| | |
|--|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| July 4 | Christmas Day |
| Veteran's Day (if generally observed by the retail food industry in the area) | |

(B) **Holiday Qualifications**

To qualify for holiday pay all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his personal illness, injury or other excused cause provided that he works at least one day in the workweek in which the holiday falls. In addition to meeting the preceding requirements a part-time employee must also have completed thirty (30) days of employment on or before said holiday.

(C) **Holiday Pay**

Full-time employees - who qualify shall receive holiday pay in an amount equal to one-fifth (1/5th) their regularly scheduled standard workweek.

Part-time employees - All part-time employees who have completed their probationary period on or before the holiday as defined in Section 5.6 (A) shall be entitled to holiday pay equal to the product of 5% of the number of hours worked during the four (4) week accounting period preceding the period in which the holiday falls times the straight-time hourly

rate in effect in which the holiday falls. (Hours worked shall include vacation hours if the vacation was taken during that period and holiday hours paid during that period.)

Section 5.7 Leave of Absence

Employees shall be entitled to written leaves of absence for the following reasons:

- (A) Illness or injury of the employee which results in absence shall be for a period of six (6) months renewable upon request to a maximum of one (1) year, provided that once each month after the first six (6) months the employee notifies the Union and the Employer of his whereabouts and status.
- (B) Any other reason acceptable to the Employer.

Any employee who is granted a leave of absence and, while on such leave of absence, accepts employment with another employer or who goes into business for himself, is subject to discharge.

Any employee on leave of absence or layoff shall not be entitled to holiday or vacation pay or to any other employee benefit not accrued at the time of beginning of the leave of absence or layoff. Leaves of absence or layoffs which total less than thirty (30) calendar days, i.e., twenty-two (22) workdays, in a year of service shall be considered as time served for the purpose of progression in the wage schedules, while leaves of absence or layoffs which equal or exceed thirty (30) calendar days in a year of service shall operate to defer the effective dates of each ensuing wage progression by the length of such absence.

Section 5.8 Military and Pregnancy Leaves

Leaves of absence shall be granted for military and pregnancy leaves in accordance with applicable laws. Certification in writing of pregnancy or military duty call shall be made in a written request for leave prior to termination of active work.

Section 5.9 Return from Leave of Absence

Upon return from a written leave of absence, each employee shall give the Employer seven (7) days notice in writing indicating intention and ability to return on the date such leave of absence expires. Under such circumstances the Employer shall return the employee to the job classification previously held or to a job of comparable work, but not necessarily in the same store.

Section 5.10 Jury Pay

When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the days in which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked the difference between his regular pay for that day and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this section to any employee summoned for jury service unless he shall have advised the Employer of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

When a full-time employee assigned to night stocking or store maintenance in accordance with Section 3.2 is summoned for jury service, he shall be considered as temporarily transferred to a day shift schedule and report to jury duty and work as required above.

Section 5.11 Funeral Leave

The Employer agrees to pay full-time employees for necessary absence from scheduled work on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays, and part-time employees one (1) scheduled workday, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandchildren, or any relative residing with the employee or with whom the employee is residing. All part-time employees and Service Clerks shall receive the day off to

attend the funeral of a member of the immediate family, and shall be paid at straight-time for the hours scheduled to work that day. For the purposes of part-time employees and Service Clerks, the term "immediate family" shall mean spouse, parent, brother, sister, child, and grandparent.

Section 5.12 Personal Day Off - Employee's Birthday

All full-time employees, all part-time employees, and all service clerks in service on ratification who have completed their probationary period shall be given an additional day off with pay in celebration of their birthday. The day off shall be taken on a mutually agreed upon day on the week following the birthday week. All employees hired on or after 2/27/80 shall only be entitled to their initial birthday holiday on their birthdate in the calendar year following the year in which they were employed. Thereafter, they receive their birthday holiday on the same basis as employees who were in service on or before 2/26/80.

Section 5.13 Personal Day Off - Personal Business Day

All full-time employees, all part-time employees, and all service clerks in service on ratification who have completed their probationary period shall be given an additional day off with pay for the conduct of personal business. The day off shall be mutually agreed upon between the Employer and the employee. The personal day off shall not be treated as a holiday for purposes of the holiday pay provisions covering national holidays.

Section 5.14 Personal Day Off - Vacation Day

All full-time, and part-time employees, and service clerks in service on ratification shall be given an additional day off with pay. Such additional day off is to be taken in conjunction with the employee's first week of scheduled vacation. The personal day off shall not be treated as a holiday for purposes of the holiday provisions covering national holidays.

Section 5.15 Personal Day Off (DELETE EFFECTIVE 1/1/86)

All full-time employees, part-time employees and service clerks shall be given an additional day off with pay. The day off shall be mutually agreed upon between the Employer and the employee. The personal day off shall not be treated as a holiday for purposes of the holiday pay provisions covering national holidays.

Section 5.16 Personal Holiday - New Hires

All employees hired on or after ratification shall be eligible for personal holidays on the following basis:

One (1) personal holiday in the second year of employment, and two (2) personal holidays in the third year of employment.

Section 5.17 Payment for Personal Days

Full-time employees shall receive eight (8) hours of straight-time pay and eligible part-time employees and service clerks shall receive pay equal to the product of five percent (5%) of the number of straight-time hours worked during the four (4) week accounting period preceding the period in which the holiday falls (including paid vacation hours) times his straight-time hourly rate in effect in the week in which the holiday falls, or the day off observed as their holiday. The personal day off shall not be treated as a holiday for purposes of the holiday pay provisions covering national holidays.

Section 5.18 On-the-Job Injuries - Part-time Employees

When a part-time employee, who is not eligible for health and welfare benefits, is injured on the job, he shall be paid for all hours scheduled on the day of the injury.

ARTICLE VI HEALTH AND WELFARE

Section 6.1 Retirement Benefits

During the term of this contract, but without commitment thereafter, the Employer agrees to provide, maintain and administer in full force and effect the Employer's profit sharing retirement plan commonly known as American Stores Retirement Estates substantially in the form existing on the execution date of this Agreement, as the same may be changed, altered, or amended in accordance with the Trust provisions.

Section 6.2 American Stores Health Plan

For the term of this Agreement, but without commitment thereafter, the Employer agrees to provide, maintain and administer the American Stores Health Plan substantially in the form existing on the execution date of this Agreement, subject to the terms and conditions stated therein, as the same may be amended from time to time, for each member in the bargaining unit who qualifies for coverage. The American Stores Health Plan may not be changed, altered, or amended without prior notice to the Union.

Section 6.3 Qualifications for Coverage

(A) Full-time Employees

To qualify for benefits under the Plan, a regular full-time employee must enroll in the Plan and pay his share of the cost.

(B) **Part-time Employees**

A part-time employee shall qualify for regular part-time coverage.

- (a) After 90 days.
- (b) Enrolls in the Plan.
- (c) Pays his share of the cost.

ARTICLE VII SENIORITY

Section 7.1 Seniority and Other Definitions

Seniority means the rights secured by an employee by length of continuous employment service as provided herein. Seniority starts from the last date when the employee is hired by the Employer, except that new employees shall not acquire any seniority rights until they have completed a probationary period of thirty (30) days, after which their seniority shall date back to the date of last hiring.

An employee's seniority shall be broken if he: (1) quits; (2) is discharged; (3) is retired; (4) fails to report after a layoff within seven (7) calendar days after the Employer sent to the last known address known to the Employer a written notification to return to work; (5) refuses as an alternative to being laid off to accept an appropriate job opportunity in another store within a reasonable distance of the employee's home; (6) refuses, after having been laid off, to accept work in his job classification within a reasonable distance of his home; or (7) has been out of employment by the Employer for a period of twelve (12) months.

When two or more employees are hired on the same day, the Employer shall determine their relative seniority.

An "**appropriate job opportunity**" is hereby defined as (1) a job opening in the employee's classification for which the employee is qualified in (2) a store in the same seniority recall area and collective bargaining unit as the store in which the employee is presently employed, and (3) within a distance of thirty-five (35) miles from the city in which the employee is working.

The term "**seniority recall area**" means with respect to (1) part-time employees the city in which the store is located and (2) with respect to full-time employees of the Store Operating District in which the store is located as of the date of execution of this contract.

Champaign-Urbana shall be considered as one city for the purposes of this Article. Charleston-Mattoon shall be considered as one city for the purposes of this Article.

Section 7.2 Layoffs and Recalls After Layoffs

Where the employees' qualifications, such as skill, efficiency, physical and mental fitness, and in the cases of such semi-supervisory positions as department heads, the ability to organize, direct and supervise the work of others, are equal, seniority shall control the order of layoffs and recalls after layoffs of full-time employees within the following job classification:

Department Heads
Clerks
Part-time Clerks
Service Clerks

on a store-wide basis for the purpose of layoffs and on a seniority recall area basis for the purpose of recalls after layoffs.

The Bakery and Floral Departments shall be separate for purposes of seniority.

The Employer shall determine the relative qualifications of employees, but when the qualifications of employees for the particular job or jobs are equal, this seniority principle requires that:

1. The employee with the lowest seniority in the job classification in the city, in the store, in which the work force reduction is to take place shall be laid off.
2. The employee designated to be laid off may as an alternative to being laid off, "bump" that employee with the lowest seniority in his job classification in the city in which the store is located provided that such "bumped" employee's seniority is lower than that of the employee designated to be laid off; and in the event said employee elects to "bump" the Employer shall transfer such employee to the store to which the "bumped" employee was assigned.
3. No new employees shall be hired in a job classification until all laid-off employees in that classification and seniority recall area who are qualified to fill the open job have been given an opportunity to return to work.
4. Qualified laid-off employees shall be recalled in the order of their seniority within the seniority recall area.

5. Whenever a full-time employee accepts a reduction in work hours to a part-time basis in lieu of a layoff, he, or she, shall continue to receive not less than the full-time hourly rate in effect at the time of the reduction in work hours.

Section 7.3 Selection of Employees for Full-time Employment

When a full-time clerk is needed, the Employer will endeavor to fill said position by selecting from all applicants, the applicant whose qualifications, ability and availability for work are the greatest; provided, however, that where qualifications are equal, preference shall be given to part-time applicants within the collective bargaining unit on the basis of their length of service. The determination of the relative qualifications of all applicants is expressly reserved to the Employer.

When a qualified part-time employee is promoted to full-time status, the Employer shall give consideration to both his qualifications and his accumulated hours of part-time service in determining his length of full-time service status and the applicable full-time rate of pay; provided that in the event of any disagreement as to the appropriate rate or length of service classification the matter shall be discussed with the Union.

Section 7.4 Promotion to Supervision

If any employee is promoted from a job within the bargaining unit to a supervisory position with the Employer he shall continue to accumulate seniority while working the supervisory position for a period of one year and if demoted to the collective bargaining unit within said one year period, he shall commence work with the seniority rank he had at the time of his promotion plus the seniority accumulated while he was working the supervisory position.

Section 7.5 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulations thereunder.

An employee who requests and is granted a personal leave of absence by the employer shall have his seniority rights and provisions maintained for the duration of such leave of absence, provided the employee does not hold any other employment while on such personal leave of absence.

Section 7.6 Seniority Preference

Local Union Officers and a Union Steward in each store shall have seniority preference over all other employees for the purpose of lay-offs and recalls after lay-offs excluding any right to claim higher classified jobs beyond the general clerk.

Section 7.7 Promotion of Service Clerks

When openings occur for part-time clerks, service clerks shall be given first opportunity to fill such openings on a seniority basis.

ARTICLE VIII UNION—MANAGEMENT RELATIONS

Section 8.1 Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. The Employer agrees to notify the Union in writing within thirty (30) days from the date of first employment of all employees subject to this Agreement, of the name and residence address of such employees, the store in which employed and the date of first employment.

The Union agrees to admit to and retain in membership all employees who have served a trial period of thirty (30) days and proven satisfactory to the Employer as prospective permanent employees without discrimination so long as such employees tender the initiation fees and periodic dues uniformly required for membership and maintain their membership in good standing with the Union. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership or if such employee fails to maintain membership in good standing, the Union will notify the Employer in writing and the Union member will be given no less than two (2) weeks' time in which to re-establish his membership in good standing before the Employer shall be called upon to release him.

Section 8.2 Union Dues Checkoff

The Employer agrees to deduct the uniform dues and initiation fees from the pay checks of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.

Section 8.3 Indemnification

The Union agrees to defend, protect, indemnify and save the Employer harmless against any claim, demand, suit or liability that shall arise out or by reason of any action taken by the Employer in reliance upon a request made by the Union to discharge an employee for failure to maintain his membership in good standing pursuant to Section 8.1, or upon employee payroll deduction authorization cards submitted by the Union to the Employer under Section 8.2.

Section 8.4 Union

The Union for and on behalf of itself and its members agrees that its members shall perform the work assigned to them from time to time by the Employer and shall work for the best interests of the Employer in every way just and lawful giving honest and diligent service to the patrons of the Employer and to each other.

Section 8.5 Union Stewards and Business Representatives

The Union shall have the right to designate a steward for each store. The Union shall keep the Employer informed as to the names of the stewards currently authorized to represent the Union and shall provide the Employer with a list of stewards at least once every ninety (90) days.

The Union business representatives shall be admitted to the Employer's store premises during the hours employees are working for the purpose of ascertaining whether or not this Agreement is being observed. Such activity shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business, it being further agreed that lengthy discussion between employees and representatives of the Union, including the shop steward, or among themselves, concerning disputes shall not take place during working hours.

In cases of disputes as to wages, the Employer agrees to show an authorized representative of the Union bona fide copies of the employee's wage records.

Section 8.6 Union Officers and Stewards

Union officers and stewards, upon request made through Union headquarters to Management headquarters, shall receive time off without pay for the conduct of Union business; provided, however, that the request be made not less than thirty-six (36) hours in advance of their expected absence.

Section 8.7 Management Rights

The management of the business, including the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer, provided, however, that these rights shall be exercised with due regard for the rights of the employees and provided further that they will not be used for the purposes of discrimination against any employees. The listing of specific rights in this agreement is not intended to be, nor shall it be considered restrictive of or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

Section 8.8 Discipline

During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be suspended, discharged or otherwise disciplined, without just cause, just cause to include but not be limited to the following: continuing poor performance on the job, whether due to inefficiency, loafing, carelessness or incompetency; dishonesty, or other misconduct in connection with work; incivility; insubordination; serious or persistent infraction of reasonable rules promulgated by management relating to the operation of the store or the health or safety of employees; engaging in a strike, work stoppage, slowdown or picketing in violation of this agreement; provided, however, that in the event of a dispute as to whether a suspension, discharge, or other disciplinary penalty was for just cause the matter shall be adjusted in accordance with the grievance and arbitration provisions of this contract.

It is further agreed that Stewards may grant an additional thirty (30) day probationary period for part-time employees provided the request is in writing, signed by all parties and made in advance of the end of the first thirty (30) days of service.

Section 8.9 Display of Contract and Union Shop Cards

The Employer agrees to keep a copy of this Agreement, which shall be furnished by the Union, posted in each facility at a place where every employee may have equal and easy access to same. The Employer also agrees to display one Union shop card of a reasonable size in all facilities, and agrees that employees may wear their Union buttons during working hours.

Section 8.10 Employee Lists

Twice each calendar year the Employer shall furnish the Union with a list of all employees together with their addresses and employment and/or apprentice dates, such list to be typed, imprinted or otherwise reproduced on paper, card, envelope or other stock to be furnished by the Union. Any additional lists that may be requested and furnished will be supplied at Union's sole cost. The Employer agrees to post and maintain in each facility covered by this Contract three (3) seniority lists, (1) full time; (2) part time and (3) service clerks, of the employees employed in that facility.

Section 8.11 Picket Lines

Employees may refuse to cross a lawful primary picket line involving Eisner Food Stores Div., Jewel Companies, Inc., and United Food and Commercial Workers International Union Local 881, provided the same has been sanctioned by Local 881.

Section 8.12 Violation of Service Clerk Duties

If service clerks are permitted or encouraged to violate the limited duties of their classification, the following penalties shall apply. Upon the first violation, the Service Clerk involved shall be paid the next higher part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in the performance of Service Clerk duties.

Upon the second violation of this section in the same store, all Service Clerks in the store involved shall be paid the next higher part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in the performance of Service Clerk duties.

Upon the third violation in the same store, all Service Clerks in the store involved shall be paid double the appropriate Service Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours in the performance of Service Clerk duties.

The above provision will be administered on a contract-year basis.

ARTICLE IX

NO STRIKES; NO LOCKOUTS; GRIEVANCES AND ARBITRATION

Section 9.1 No Strikes; No Lockouts

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this contract or the interpretation or application of any provision of it. Therefore, during the term of this Agreement there shall be no strikes, stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Employer.

Section 9.2 Grievances

- (A) **Grievance Defined:** A grievance is hereby defined as any dispute involving the interpretation or application of the provisions of the contract.
- (B) **Procedure:** A grievance may be initiated by any individual employee, by the Union or by the Employer. Once initiated, the following steps shall be taken to settle such grievance:

Step 1: By conference between the aggrieved employee, the shop steward, or both, and the Store Manager.

Step 2: By conference between a Union representative, the Store Manager and/or the Divisional Manager or other representative designated by the Divisional Manager.

Step 3: By conference between a Union representative and the Grocery Operating Manager or such other official as the Employer may designate to represent it in such conference.

Any grievance initiated or carried to Step 3 shall be reduced to writing. Grievances involving only one store shall be introduced only at Steps 1 or 2, while grievances involving more than one store may be introduced at any step. All grievances shall be investigated and answered promptly.

(C) Time Limits on Grievances

Any grievance involving a claim of improper discharge or other discipline must be presented within fifteen (15) calendar days after discharge or after any other disciplinary action. All other grievances other than wage claims must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident. Wage claims involving the proper application of wage rates shall not be valid and collectible for a period earlier than 180 calendar days prior to the date of filing the claims. All other wage claims as to the number of hours worked shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the claim.

Section 9.3 Arbitration

- (A) Either the Union or the Employer may, within thirty (30) calendar days after failure to adjust the grievance in accordance with the grievance procedures serve upon the other party a written demand for arbitration stating the issue to be arbitrated. The parties shall endeavor to select an impartial arbitrator. However, if the parties fail to agree upon an arbitrator who is willing and able to serve within fifteen (15) calendar days after service of the demand for arbitration, either party may, within seven (7) calendar days thereafter, request the American Arbitration Association to submit a list of not less than five disinterested persons who are qualified and willing to act as impartial arbitrators. Upon receipt of this list, an authorized representative of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike a name. The party winning the toss shall then strike a name from the panel. Thereafter, the parties shall alternately strike one name each until only one name remains. The person whose name remains shall be selected arbitrator.

- (B) The arbitrator shall commence hearings as quickly as possible after his selection and shall render his award in writing together with his written findings and conclusions as quickly as reasonably possible after the hearing. The award shall be final and binding upon the parties to this agreement and upon the complaining employee or employees, if any.

The arbitrator shall have no power to determine arbitrability nor to add to, subtract from, modify, or amend any provision of this agreement, nor to substitute his discretion for the discretion of the Union or the Employer, change existing wage rates, or arbitrate proposals for the amendment or renewal of this agreement.

The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript shall be borne equally by the parties. All other costs and expense shall be borne by the party incurring them.

- (C) For the purpose of entertaining a written request from either of the parties for rehearing to correct any material error of omission or commission, ambiguity, or question of application allegedly evident in the opinion or award the arbitrator shall, for a period of seven (7) calendar days next following the date of his award, retain jurisdiction of the matter submitted to arbitration by the parties hereto, and until the expiration of the period of time stated in this provision for rehearing the award shall not be deemed to have been issued. If, however, no request for rehearing is duly filed within this seven (7) day period, this award shall be deemed to be issued effective as of its date. A written request for rehearing shall detail specific grounds relied upon for alleging a material error, or ambiguity, and a copy thereof shall be mailed by certified mail to the other party or parties. If the written request is postmarked no later than the seventh day next following the date of this award, it shall extend the jurisdiction of the arbitrator for a period of seven days next following the date of the written request.

Within those seven (7) days the arbitrator, having re-examined the matter, shall in writing either reject the request for rehearing or set a date for the requested rehearing. If the request for rehearing be denied, this award shall thereupon be deemed to be issued effective that date and the jurisdiction of the

Arbitrator shall accordingly cease. If the request for rehearing be granted, the jurisdiction of the arbitrator shall continue until issuance of a final amended award incorporating or rejecting the substance of the allegations contained in the request.

- (D) The participation by the parties in an arbitration proceeding under this Agreement shall not be deemed a waiver of or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the arbitrator in proceedings to set aside the award or in other appropriate proceedings in any State or Federal court of competent jurisdiction; provided that such judicial proceedings are instituted within thirty (30) days of the date of the arbitrator's award.

ARTICLE X TERM

Section 10.1 Initial Term

This Agreement shall become effective on the execution date and shall expire at 12:00 midnight, October 10, 1987.

Section 10.2 Renewal Term

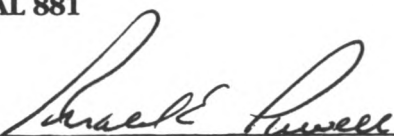
If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice this contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the contract expiration date shall be the last Saturday in December of each succeeding year.

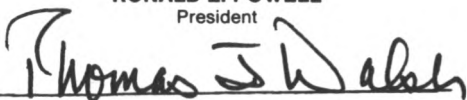
**EISNER FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

By 
JAMES V. LAMONIA
Vice-President

By 
PHILIP L. FRANCIS
Vice-President

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By 
RONALD E. POWELL
President

By 
THOMAS J. WALSH
Secretary/Treasurer

APPENDIX A WAGES ALL STORES—ALL TOWNS

| | Effective 5/19/85 |
|-------------------------|----------------------|
| DEPARTMENT HEADS | |
| Assistant Manager | \$10.00 |
| Service Manager | 9.85 |
| Produce Manager | 9.85 |
| Perishable Manager | 9.00 |
| Asst. Service Manager | 8.95 |
| Pastry Hostess | 8.95 |
| SERVICE CLERKS | |
| 0 - 6 months | \$ 3.75 |
| 6 - 12 months | 3.80 |
| Over 12 months | 3.85 |

Service Clerks, when promoted, shall progress to the next higher wage bracket and then progress according to their length of service within their new classification.

| | |
|-----------------------|---------|
| REGULAR CLERKS | |
| 0 - 6 months | \$ 3.65 |
| 6 - 12 months | 3.80 |
| 12 - 18 months | 4.45 |
| 18 - 24 months | 4.90 |
| *24 - 30 months | 5.55 |
| 30 - 36 months | 5.95 |
| 36 - 42 months | 6.56 |
| 42 - 48 months | 6.90 |
| 48 - 54 months | 7.40 |
| 54 - 60 months | 7.90 |
| 60 - 66 months | 8.40 |
| 66+ months | 8.60 |

*Employees with less than 24 months of service on date of ratification shall not progress beyond the 36-42 months wage category.

*Employees hired on or after ratification shall progress only to the 36-42 months wage category.

| | |
|---------------------------------|---------|
| BAKERY AND FLORAL CLERKS | |
| 0 - 6 months | \$ 3.65 |
| 6 - 12 months | 3.80 |
| 12 - 18 months | 4.45 |
| 18 - 24 months | 4.90 |
| 24 - 30 months | 5.55 |
| 30+ months | 5.95 |

SERVICE CLERK DUTIES

The duties of all service clerks covered by this Agreement shall be expressly limited to the following:

Sorting, bagging, and packaging sold merchandise, sweeping and cleaning lot and other adjacent areas outside the store, sweeping floors anywhere in the store, carrying and loading sold merchandise, emergency cleanups, snow removal, maintenance of lawns and shrubs, returning shopping carts to the store, filling bag racks, cleaning areas around and in front of the checker lanes, cleaning rest rooms and lunch room, collecting and sorting bottles and giving credit for refund without a cash transaction, disposing of trash and rubbish, washing windows and putting up window bills and signs, floor cleaning and maintenance throughout the store, returning customer overstock, price changing, facing shelves and washing and cleaning of shelves and cases without handling merchandise (except if done in conjunction with price changing).

APPENDIX B LETTER OF UNDERSTANDING

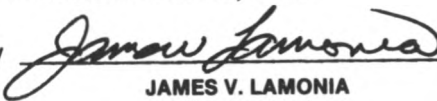
As a result of the negotiations between Eisner Food Stores Div., Jewel Companies, Inc. and United Food and Commercial Workers International Union Local 881, the following understanding in addition to the agreements set forth in the Collective Bargaining Agreement which will expire on October 10, 1987, has been agreed to:

The Company has agreed to an additional checkoff for voluntary contributions to the Active Ballot Club (ABC) if and when the Chicago area Jewel Food Stores negotiate this provision into their Collective Bargaining Agreement between Jewel Food Stores Div., Jewel Companies, Inc. and United Food and Commercial Workers International Union Local 881.

If we have correctly set forth our understanding, please so indicate by executing and returning the enclosed copy of the letter; keeping the original for your files.

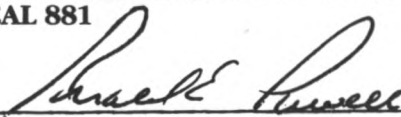
ACCEPTED and AGREED to this 24th day of July, 1985.

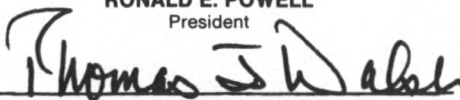
EISNER FOOD STORES DIV., JEWEL COMPANIES, INC.

By 
JAMES V. LAMONICA
Vice-President

By 
PHILIP L. FRANCIS
Vice-President

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 881

By 
RONALD E. POWELL
President

By 
THOMAS J. WALSH
Secretary/Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
LOCAL 881
and
EISNER FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

As a part of the recently concluded negotiations between the parties hereto certain understandings were agreed upon which shall remain in force during the term of the current contract which expires on October 10, 1987.

1. CREDIT FOR PREVIOUS EXPERIENCE

A. Re-employment of Former Part-Time Eisner Employees

A former part-time Eisner employee, rehired on a **part-time** basis, shall start at the hourly rate of pay he was receiving at the time of separation, if such rate is an authorized rate for his classification, otherwise, his rate shall be the next higher rate within the current wage schedule applicable to his classification.

A former part-time Eisner employee rehired on a **full-time** basis shall start at the full-time rate for his service classification based on 60% of the service credit which he would have received if re-employed on a part-time basis, or the rate of pay which is next higher to the part-time rate of pay as determined above for re-employment on a part-time basis if that rate is higher.

B. Re-employment of Former Full-Time Eisner Employees

Full credit for rates of pay shall be given for prior Eisner continuous full-time service (but not to exceed the maximum number of months of service required for the top pay rates in the clerk classification) to former Eisner employees who are re-employed on a full-time basis within five years following last employment date.

Former full-time Eisner employees on a part-time basis will be rehired at the hourly rate of pay they were earning at the time of separation, if such is currently an authorized rate of pay, otherwise, the rate shall be established at the next

higher rate of pay within the current wage schedule. In the case of former department heads, their rates will be established based on the clerk's rate of pay at the time of separation for their length of service.

C. **Transfer from Full-Time to Part-Time**

A full-time employee transferred to part-time shall continue to receive the rate of pay in effect at the time of transfer. NOTE: Department heads transferred to part-time will be given the full-time clerk's rate of pay for their length of service.

D. **General**

An employee who has had both prior Eisner service and service within the industry shall receive credit for previous experience under the policy which will give him the greatest amount of previous experience credit.

In the case of re-employment of former Eisner people on a part-time basis, the Company shall be given a 30-day period for verifying the information shown on the application blank with respect to prior Eisner employment.

2. **AVAILABLE HOURS - PART-TIME EMPLOYEES**

It was agreed that whenever additional hours of work become available, qualified presently employed regular part-time employees who are available to work such additional hours shall be given an opportunity to so expand their schedules before new employees are hired to perform such additional work.

The parties further agree that in administering this provision, length of service shall be the controlling factor in determining the allocation of additional hours when the capabilities and availability of the applicants for such additional hours are relatively equal. It is further agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store.

3. **UNIFORMS**

It was agreed that full-time employees shall be furnished a total of three (3) uniforms and part-time employees a total of two (2) uniforms. It was agreed that full-time sales and checker clerks and part-time sales and checker clerks and pastry hostesses will be furnished three (3) uniforms if they are full-time sta-

tus and two (2) uniforms if they are part-time status. It was further understood that the Company will attempt to have all future uniforms made of a drip dry variety.

It was further agreed that reasonable variation from the standard Eisner apparel standards will be considered by Eisner management when such variation is feasible for the employee requesting same, taking into consideration the specific requirements of such employee's job assignments.

4. **QUARTERLY MEETINGS**

During the term of this Agreement the parties have agreed to meet quarterly to discuss any problems concerning the application of the current contract between the parties or any other mutual problems which either party may wish to discuss.

5. **ACCOUNTING FORMS - STATEMENT OF INTENT**

Any form or statement used for the purpose of counseling and training which the employee is required to prepare shall be prepared on Company time, and such statement or report, if in written form, shall be returned to the employee immediately following the counseling. Such forms are not intended for, nor shall they be used for, disciplinary purposes. Signatures will not be required on counseling reports.

6. **SIGNS - TIME CARD RACK**

It was agreed that a mutually acceptable sign would be placed over all time card racks giving notice to the employees of the need for accurate recording of time by themselves.

7. **EMERGENCY CALL-IN POLICY**

It was agreed that the following pay policies shall cover the types of emergency call-ins set out in the policy as follows:

It is the Store Manager's responsibility to respond to calls to the store outside of store operating hours to investigate such things as fire and burglar alarms, refrigeration failures, etc., to the extent possible. However, where it becomes necessary to delegate this responsibility to an assistant manager, produce manager, or other employee, as may be the case when the store manager lives a considerable distance from the store to which he is assigned, then effective at once the Employer will pay such employee at the rate of one dollar (\$1.00) per hour over the

employee's appropriate rate for all the time the employee is required to be away from home up to two hours, and at the employee's regular (straight-time) hourly rate for any time in excess of two hours, with one hour's time (one dollar (\$1.00) over employee's appropriate rate) guaranteed as a minimum.

Such "call-in" payments must receive the personal approval of the store manager in every instance.

In order that we may get a better idea of the number of such emergency call-ins and the time required to respond to them, each store manager is requested to keep a record in his store files.

8. **MANAGEMENT TRAINEES**

The parties mutually agreed that a reasonable number of management trainees may be employed in the stores covered by the bargaining unit with the further understanding that both parties may initiate discussions concerning the engagement of management trainees during the term of the contract. A reasonable number shall be eight, based on the number of stores presently in the bargaining unit.

9. **WORK JURISDICTION**

It was agreed that during the term of this Agreement the Company will not enlarge upon the outside services furnished by suppliers under prevailing practices in the area. This limitation shall not apply to new stores during the first week after the store is opened, nor shall it be applicable during the first week following a major remodeling.

10. **CALL-IN—CHANGE IN SCHEDULE**

When an employee is called in to work outside of his posted schedule and there is the possibility of a change in his schedule due to the call-in, he shall be notified to this effect at the time of the call-in.

11. **TRANSFERS INTO BARGAINING UNIT**

It is agreed personnel will not be transferred into the bargaining unit unless they are performing comparable work at the time of their transfer.

12. **NIGHT OPENINGS**

It was mutually understood that in the event Eisner should elect to operate any of its stores covered by said Collective Bargaining Agreement on a 24-hour per day basis, Eisner will meet with the Union for the purpose of discussing the need in such stores for an additional bargaining unit semi-supervisory position and an appropriate rate of pay for such position.

13. **MILITARY LEAVE OF ABSENCE**

It was agreed that employees who are on military leave of absence will be exempt from being subject to discharge should they take other employment while on such leave of absence.

14. **UNION'S NATIONAL CONVENTION**

It was agreed that the Company will continue its past practice of permitting Local 881 stewards and delegates to attend the Union's national convention.

15. **POLYGRAPH POLICY**

It was agreed that the Company will abide by the Union policy with respect to the use of polygraphs, as said policy was published as of September 18, 1974.

16. **FULL-TIME EMPLOYEES — SHIFT PREFERENCE**

It was agreed that full-time employees may use their seniority in a given store for the selection of shift schedules, provided they have the ability to handle the work assignments for that shift. It was further understood and agreed that employees so selecting such favorable shifts will do so on a permanent basis as opposed to weekly or seasonal preferences.

Additionally, full-time night crew employees who desire day shift work will advise the Vice President of Personnel in writing of such desire. Thereafter, qualification and ability being equal such employees will be transferred to day shifts in accordance with their seniority.

17. **AUTOMATION CLAUSE**

It was agreed that the Union is the exclusive representative of all employees covered by this

Collective Bargaining Agreement and as such shall represent said employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment as provided by Section 9(a) of the National Labor Relations Act, as amended.

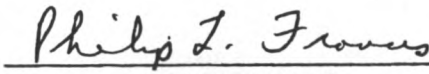
18. **ADDITIONAL CHECK-OFF AUTHORIZATION**

It was agreed subject to computer accessibility to provide for additional check-off items, the Union may request provided such check-off items are in compliance with Section 302(c) of the Labor Management Relations Act, as amended.

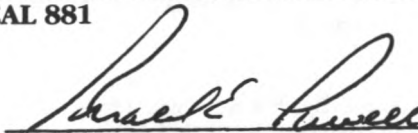
Signed this 24th day of July, 1985.

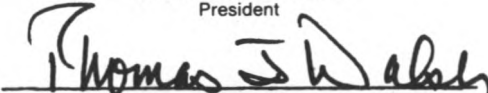
**EISNER FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

By 
JAMES V. LAMONICA
Vice-President

By 
PHILIP L. FRANCIS
Vice-President

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By 
RONALD E. POWELL
President

By 
THOMAS J. WALSH
Secretary/Treasurer

PLEASE NOTE

This self addressed form was made available for your convenience. Be sure to fill out the pertinent information requested along with the details of your request.

FILL OUT and MAIL

"PEOPLE HELPING PEOPLE"

ACTION/SERVICE Department



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS

PERMIT NO. 827

OAK BROOK, ILLINOIS

POSTAGE WILL BE PAID BY ADDRESSEE

UFCW LOCAL 881

1404 North Water
Decatur, Illinois 62526



ACTION PLEASE!

FOR UFCW LOCAL 881 MEMBERS

INSTRUCTIONS ON THE USE OF THIS FORM

Problems and requests that require routine attention arise between regular store visits made by Local 881 Business Representatives. Our common objective always is to maintain the best service for Local 881 members. This form will help you initiate action as soon as it comes to your attention.

Check off items that suit the situation. Write any additional information on the lines provided below. Be sure to include the information requested on the bottom of the form...seal, and drop in a U.S. Mail Box.

TYPE OF ACTION

- ☐ Problem or question is...
 - ☐ Urgent ☐ Not urgent
- ☐ Routine mail reply OK
- ☐ See me on your next visit
(list subject below)
- ☐ URGENT Please call
- ☐ Visit us as soon as possible
- ☐ _____
- ☐ _____

PROBLEM OR QUESTION CONCERNING....

- ☐ Contract _____
 - ☐ Wages ☐ Hours
 - ☐ Variation/Work Schedule
 - ☐ Dues Deductions
 - ☐ Company Policy
 - ☐ Personal Problem
- _____

FACTS, AND BRIEF DESCRIPTION OF PROBLEM, OR INFORMATION REQUESTED

(ALWAYS INCLUDE YOUR SOCIAL SECURITY AND TELEPHONE NUMBERS)

FILL OUT—PLEASE PRINT

| | | |
|---------------------|-------------|------------------|
| Member's Name _____ | | SSN _____ |
| Home Address _____ | | Home Phone _____ |
| City _____ | State _____ | Zip Code _____ |
| Store Address _____ | | City _____ |

| | S | M | T | W | T | F | S | | S | M | T | W | T | F | S | |
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| | 27 | 28 | 29 | 30 | 31 | | | | | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | | | | | | | | | | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
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| FEBRUARY | | | | | | 1 | 2 | | AUGUST | | | | | 1 | 2 | 3 |
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UFCW LOCAL 881

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC

1404 North Water St. • Decatur, Illinois • (217) 423-1234

6178-0086173406-08

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

006842

JULY 31, 1986

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form App
O.M.B. No. 1220-C
Approval Expires 7/31/86

SEP 7 1986 - R

Administrative Assistant
United Retail Workers Union
9865 West Roosevelt Road
Westchester, IL. 60153

PLEASE
CHANGE
ADDRESS

PREVIOUS AGREEMENT EXPIRED
OCTOBER 16, 1982

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Jewel Cos Inc Eisner Food Stores D Chicago Ill 606595 WITH Food and Commercial Workers:
ILLINOIS

LV

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

2-88
corrected
address
J

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 900 = 1000 AS PER PROJ. DIRECTOR
2. Number and location of establishments covered by agreement (13) Springfield, Decatur, Champaign, URBANA, DANVILLE, MATTOON, CH
3. Product, service, or type of business Retail Food
4. If your agreement has been extended, indicate new expiration date 10-10-87

Tom Padgett - Vice President, Dir. of Field Operations 312-954-1800
Your Name and Position Area Code/Telephone Number
UFW Local 881 - 122 W 22nd St, 2nd Fl. - OAK BROOK, IL 60521
Address City/State/ZIP Code